

440512

Contract no. 443

10-03

AGREEMENT
between the
BLOOMSBURY BOARD OF EDUCATION
and the
BLOOMSBURY EDUCATION ASSOCIATION
1990-1993

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PREAMBLE

WHEREAS, THE Bloomsbury Education Association has been designated by a majority of the teachers currently employed including special subject teachers: kindergarten, art, physical education, music, gifted and talented (ACEP) and computer science, by the Board of Education of the Borough of Bloomsbury, in the County of Hunterdon and State of New Jersey, as representative of the said teachers for the purpose of collective negotiation pursuant to the New Jersey Employer-Employee Relations Act;

AND WHEREAS, the majority representative has presented certain demands to the Board and the Board and the representatives have negotiated concerning the same and have come to an agreement:

NOW, THEREFORE, WITNESSETH that the Board of Education of said Borough of Bloomsbury and the Bloomsbury Education Association hereby agree that the following shall be included among the terms and conditions of employment for the time period July 1, 1990 through June 30, 1993 for teachers regularly employed by this Board:

ARTICLE I
GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint by a teacher that there has been to him a personal loss or injury because a violation, misinterpretation, or inequitable application of Board policy, this Agreement or an administrative decision affecting a teacher's terms and conditions of employment.

B. Procedure

STEP 1:

Any teacher who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level.

STEP 2:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within one (1) calendar week, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the teacher within three (3) school days of receipt of the written complaint.

STEP 3:

The teacher may appeal the principal's decision to the Board of Education. The appeal to the Board must be in writing and set forth the grounds upon which the grievance is based. The Board of Education shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the teacher or principal separately. The Board shall attempt to resolve the matter as quickly as possible but within a period not to exceed (30) calendar days. The decision rendered by the Board shall be communicated in writing, along with supporting reasons, to the teacher and the principal.

STEP 4:

If the Association determines the grievance is meritorious and is not satisfied with the Board's decision or if no decision has been rendered, the Association may submit the matter to advisory arbitration within fifteen (15) calendar days after the Board's decision provided that the Association notifies the Board of Education in writing of its intent to proceed to arbitration within the prescribed fifteen (15) days set forth herein.

1. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an

arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall be bound by the rules and procedures of PERC.

2. Only matters relating to teachers' terms and conditions of employment as set forth in this Agreement may be submitted to Arbitration. The Arbitrator shall be limited to the issue(s) submitted and shall consider nothing else. The Arbitrator can add nothing to, subtract anything from, nor modify the express terms of this Agreement.
3. The arbitrator's recommendations shall be submitted to the Board and to the Association and shall be advisory.
4. All costs of arbitration including, but not limited to, per diem expenses, travel expenses, subsistence, and costs for the hearing area, shall be borne equally and jointly by the Board and the Association. All other expenses shall be incurred by the party incurring such expenses.
5. Miscellaneous
 - a. All teachers, including the grievant, are required to follow administrative directives and Board policies under the direction of the Superintendent and administration regardless

of the status of any grievance until such grievance is properly determined.

b. It is further understood that the arbitration procedure relative thereto as set forth herein shall not apply to the following matters:

- (1) Matters for which a method of review is prescribed either by law or by any rule or regulation of the State Commissioner of Education;
- (2) In matters where the Board is without authority to act;
- (3) Any matter which, according to law, is exclusively within the discretion of the Board;
- (4) A complaint of a nontenured teacher which arises by reason of his/her not being reemployed;
- (5) A complaint by a teacher arising from the appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

ARTICLE II

SALARIES

Current employees shall be placed on the proper step of the salary schedule according to the current-year salary guide in force as of the beginning of each school year and receive a salary based on that step.

The effective salary guides for teachers, copies of which are annexed hereto as Schedule A, Schedule B, and Schedule C shall apply as the rate of salary for full-time employment.

Employees shall be paid their designated salaries on a twelve-month basis commencing on September 1 of each new school year and terminating on August 30 of the summer following the school year. Salaries will be paid on a semi-monthly basis.

Newly hired teachers shall be placed on a step of the salary schedule mutually agreed to by the employee and the Board of Education.

Salaries and benefits pursuant to the negotiated agreement and eligibility requirements of the insurance carriers for part-time employees will be pro-rated proportionate to time employed.

ARTICLE III
HOURS OF WORK

The teacher workday shall be six and three-quarter (6 3/4) hours.

Unless excused by the school administration, all teachers will be at school each day from at least one-quarter hour before the start of classes until one-quarter hour after the close of classes and shall attend 'all teachers' meetings called by the school administration. On Fridays or days immediately preceding school holidays (except for summer recess), teachers may leave school five (5) minutes after the end of the student day.

ARTICLE IV

SCHOOL CALENDAR

The Board of Education and the teachers and their representatives recognize that the calendar which is adopted may be altered due to inclement weather, or other cause, which the school administration determines necessitates the cancellation of school sessions. The parties hereto agree that in all events the school year shall consist of not more than one hundred and eighty-four (184) teacher days, three (3) days of which shall be for the specific purpose of (a) full-day teacher in-service programs, or (b) anticipation of cancelled school sessions due to inclement weather or other causes. If, in fact, any of the days designated for the specific purposes noted above are not utilized, the number of teacher days in the school year will be reduced accordingly. Any day, or days, which must be added to the adopted school calendar shall be added at the end of the normal school year. Early dismissal will be scheduled for the day before Christmas recess and on the last day of school.

ARTICLE V
LEAVES OF ABSENCE

A. Personal Leave Days

Teachers will be allowed up to three (3) personal leave days with pay during any school year, which may be taken at their discretion provided they give the principal due notice of their intention to be absent. Unused personal leave days shall not accumulate from school year to school year; however, up to a maximum of two (2) unused personal leave days per school year may be converted to sick leave and accumulated for future use as sick leave. Emergency leave days shall not be accumulated from school year to school year. In addition to the foregoing days teachers will be allowed up to three (3) emergency leave days during any school year for other urgent personal reasons, approved by the school administration, provided the school administrator is given due notice of the teacher's intention to be absent except where the emergency makes prior notice impossible, in which case the teacher will notify the administration as soon as possible.

B. Bereavement Leave

During any school year, teachers will be allowed up to four (4) consecutive school days for bereavement leave in the event of death of a teacher's spouse, parent, child. During any school year, teachers will be allowed up to three (3) consecutive school days for bereavement leave in the event of death of a parent of current

spouse, brother or sister, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunts and uncles. Bereavement leave shall be granted per occurrence, but said leave must commence within the lesser of either three (3) calendar days or two (2) school days of the event.

- C. Any teacher who is absent, unless validly using a sick day, excused by the school administration or validly using an emergency leave day, shall pay the Board one day's salary, defined as 1/200 of his/her annual contracted salary of the absent teacher, per day of such absence.
- D. The Board of Education shall, at its discretion, consider granting additional sick leave on a case-by-case basis, for any teacher who has been employed at least (10) years by the Bloomsbury Board of Education, after his/her accumulated sick leave has been used.

E. Jury Duty

A teacher will be paid his/her regular salary less jury pay for absence necessitated by jury duty provided that the teacher has requested from the appropriate authority, in writing, that his/her jury service be postponed until the summer recess period and said request is denied. A teacher shall reimburse the district for all jury pay received if the teacher also receives regular pay while on jury duty.

ARTICLE VI

EXTENDED LEAVES OF ABSENCE

- A. Any teacher seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Administrative Principal at least sixty (60) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said teacher proposes to terminate the sick leave. The Board may require as a condition of the teacher's return to service production of a certificate from a physician certifying that the teacher is medically able to resume her duties.
- B. The Board shall grant childrearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth to any teacher upon request in accordance with applicable statutes, regulations and state agency decisions for the balance of the school year in which the leave is requested. Teachers may be granted a leave of absence without pay for childrearing purposes for one (1) full school year (September through August) following the school year in which the initial childrearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for nontenured teachers unless the Board otherwise elects.

C. Teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

D. Sabbatical Leave

The Board of Education shall, in its discretion, grant a one (1) year sabbatical leave to tenured teachers, without pay, on a case-by-case basis and subject to Board approval.

ARTICLE VII

SICK LEAVE

- A. Each teacher shall be granted ten (10) sick days per year as of September 1 of each school year. Part-time teachers shall be granted prorated sick leave proportionate to time worked. Any teacher hired after September of any school year shall have sick leave prorated at the rate of one (1) day for each month remaining in the school year.
- B. All sick leave days unused at the end of the school year shall accumulate in the teacher's sick leave account to be available for use in subsequent years.
- C. Each September the Secretary of the Board of Education shall furnish to each teacher previously employed in the district a list of sick days used by such teacher in the previous year, and to all teachers a record of his/her total sick leave available for use in the current school year.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall provide reimbursement of tuition at the tuition rate applicable for New Jersey State Colleges at the time a course is taken by tenured teachers for enrichment or professional improvement, provided:
- (a) the reimbursement shall be for tuition only, which is not reimbursed from any other source;
 - (b) under most circumstances, the course must be graduate level; however, conditions may exist where undergraduate courses may be appropriate. All courses must be taken at an accredited college or university;
 - (c) the course must have been approved by the Board prior to registration in it;
 - (d) the reimbursement shall be made for a maximum of nine (9) credits per teacher per fiscal year (July 1-June 30) with a maximum of six (6) credits per semester during the school year (September 1-June 30);
 - (e) the course relates directly to the teacher's duties and responsibility;

- (f) the teacher receives a minimum grade of C or its equivalent;
- (g) verification, including (1) official grade report and (2) proof of payment is presented to the Secretary of the Board of Education within ninety (90) days after the completion of the course or courses.
- (h) reimbursement shall occur within 60 days of verification set forth in subsection (g) above.

B. Nontenured teachers who are in their second or third year of employment in the school district shall be eligible for tuition reimbursement as defined above at fifty (50%) percent of the state college rate.

ARTICLE IX

MEDICAL INSURANCE

The Board will provide at its expense, health, major medical, and prescription insurance for each teacher and his or her spouse and family, where applicable. Such benefits of coverage will be substantially equivalent to that provided by the New Jersey State Health Benefits Plan. Said prescription plan shall provide two dollar (\$2.00) co-pay prescription coverage.

ARTICLE X

DENTAL INSURANCE

Effective October 1, 1992, teachers regularly scheduled to work twenty (20) or more hours per week shall be eligible to enroll themselves in a district group dental insurance program. The dental program shall provide benefits specified in the October 4, 1990 Memorandum of Agreement as Delta Dental Program I-B or in a plan which provides substantially equivalent benefits.

On and after October 1, 1992, the Board's contribution to the dental insurance program shall be established as equal to the "employee only" premium rate in effect on October 1, 1992.

ARTICLE XI

PHYSICAL EXAMINATIONS

Physical examinations of teachers as required by the Board will be at the Board's expense.

ARTICLE XII

MILEAGE

Teachers who are required to use their personal vehicle for travel outside the school district shall be reimbursed at the rate of twenty (20) cents per mile.

ARTICLE XIII

COACHING/ADVISOR SALARIES

Coaching/advisor stipends shall be as follows:

| | 1990-91 | 1991-92 | 1992-93 |
|--|------------------|------------------|------------------|
| Coaches | ----- | ----- | ----- |
| Basketball | \$724 | \$790 | \$856 |
| Soccer | \$435 | \$474 | \$514 |
| Advisors | | | |
| Cheerleading | \$506 | \$552 | \$598 |
| Summer Clinic | \$506 | \$552 | \$598 |
| Yearbook | \$290 | \$317 | \$343 |
| After School Study Time Supervision | \$10.50 hr. | \$10.50 hr. | \$11.00 hr. |

ARTICLE XIV

TEACHER IN CHARGE

The teacher designated as "Teacher In Charge" shall receive a \$275.00 annual stipend.

ARTICLE XV

DUES DEDUCTION

A. Employee Organizations

1. The Secretary of the Board of Education shall deduct from the salaries of its teachers dues for the Bloomsbury Education Association, the Hunterdon County Education Association, New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize, in writing, the Board to deduct.
2. Said authorization may be withdrawn by such teacher at any time by filing a notice of withdrawal with the Board Secretary in which case the request shall be effective as of January 1 or July 1 following the date on which the notice of withdrawal is submitted.
3. The Association shall certify to the Board by July 1, in writing, the current rate of all membership dues. Any change in the rate of membership dues shall be given in writing to the Board within thirty (30) days of the effective date of such change.

B. Federal Credit Union

1. Upon written authorization of a teacher to have deductions made from his/her salary for payment to

the Hunterdon County School Employees Federal Credit Union, said deductions shall be transmitted to the above specified Credit Union on or before the fifth (5th) day of the calendar month following the actual deduction. Further transactions regarding such Credit Union shall not be the responsibility of the Board of Education.

2. All requests for deductions must be submitted to the Secretary of the Board of Education within five (5) calendar days of either the first day of school for teachers or, in the case of newly hired teachers, his/her commencement of employment in the district.

ARTICLE XVI

PARENT-TEACHER CONFERENCES

All teachers will (unless excused by illness or otherwise by the school administration) attend parent-teacher conferences scheduled by the Administrative Principal to accomodate parents, under the following conditions:

- (a) No more than three sessions of parent-teacher conferences may be scheduled, with only one (1) session occuring per day. Students shall be dismissed early on days of parent-teacher conferences.
- (b) A maximum of two evening sessions shall be scheduled with priority to schedule only one evening session whenever possible. Evening sessions may be scheduled only when a regular school day follows.
- (c) Additional conferences in the 6th, 7th, and 8th grades (additional meaning conferences scheduled with a teacher other than a student's homeroom teacher) shall be at the request of either teacher or parent only.
- (d) Final conference schedules shall be prepared in the most efficient manner by the Administrative Principal and presented to the Faculty a minimum of one (1) week prior to the scheduled conference dates.

ARTICLE XVII

LIAISON COMMITTEE

A committee composed of two (2) teachers appointed by the Association, one (1) administrator, and one (1) Board Member shall meet upon request during the school year to review and discuss topics of mutual concern. The party requesting the meeting will submit an agenda at least three (3) school days prior to the meeting date. The other party may also submit topics for the agenda. These discussions are not intended to bypass the grievance procedure and grievance issues will not be discussed.

ARTICLE XVIII

BOARD AUTHORITY

The Board reserves to itself sole Jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty (because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

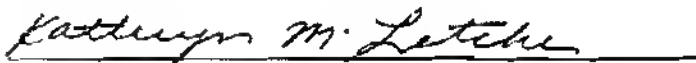
IN WITNESS WHEREOF, the teacher's representatives have signed hereunto on behalf of the said teachers and the Board has caused its proper officers to sign hereunto on behalf of the Board, this 20th day of December, 1990.

BOARD OF EDUCATION OF THE
BOROUGH OF BLOOMSBURY

By: 

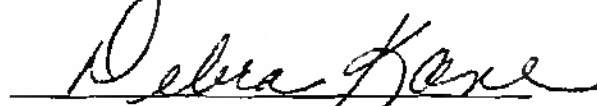
Mary Smock, President

ATTEST:



Kathryn M. Leitcher, Board Secretary

TEACHER'S REPRESENTATIVES



Debra Kane



Joy Shue

Albion Board of Education and Education Association

Placement on Guides:

| 89/90 | 90/91 | 91/92 | 92/93 |
|-------|-------|-------|-------|
| ----- | ----- | ----- | ----- |
| A | A | B | C |
| B | B | C | D |
| C | C | D | E |
| D | D | E | F |
| E | E | F | G |
| F | F | G | H |
| G | G | H | I |
| H | H | I | J |
| I | I | J | K |
| J | J | K | L |
| K | K | L | M |
| L | L | M | N |
| M | M | N | O |
| N | N | O | P |

09301

SALARY SCHEDULE

| A | | B | | C | |
|---------|--------|---------|--------|---------|--------|
| 1990-91 | | 1991-92 | | 1992-93 | |
| Step | Rate | Step | Rate | Step | Rate |
| A | 25,646 | A | 26,760 | A | 27,713 |
| B | 26,742 | B | 27,954 | B | 29,008 |
| C | 27,858 | C | 29,149 | C | 30,303 |
| D | 28,934 | D | 30,343 | D | 31,598 |
| E | 30,030 | E | 31,538 | E | 32,893 |
| F | 31,126 | F | 32,733 | F | 34,188 |
| G | 32,222 | G | 33,928 | G | 35,483 |
| H | 33,318 | H | 35,122 | H | 36,778 |
| I | 34,414 | I | 36,317 | I | 38,073 |
| J | 35,510 | J | 37,511 | J | 39,368 |
| K | 36,606 | K | 38,706 | K | 40,663 |
| L | 37,702 | L | 39,901 | L | 41,958 |
| M | 38,798 | M | 41,096 | M | 43,253 |
| N | 39,894 | N | 42,290 | N | 44,548 |

Stipends for Increased Academic Preparation: (Amount to be paid above BA salary Rate):

| | | | |
|-----------|--------|--------|--------|
| BA+15: | + 490 | + 540 | + 560 |
| MA BA+30: | +1,360 | +1,490 | +1,610 |
| MA+15: | +2,230 | +2,440 | +2,640 |

5477H

Bloomsbury

| PTE | <u>1989-90</u> | | | <u>1990-91</u> | | | <u>Increase</u> | | | <u>1991-92</u> | | | <u>Increase</u> | | | <u>1992-92</u> | | | <u>Increase</u> | | |
|------|----------------|-------------|--|----------------|-------------|--|-----------------|----------|--|----------------|-------------|--|-----------------|----------|--|----------------|-------------|--|-----------------|----------|--|
| | <u>Step</u> | <u>Rate</u> | | <u>Step</u> | <u>Rate</u> | | <u>\$</u> | <u>%</u> | | <u>Step</u> | <u>Rate</u> | | <u>\$</u> | <u>%</u> | | <u>Step</u> | <u>Rate</u> | | <u>\$</u> | <u>%</u> | |
| | A | 23,400 | | A | 25,646 | | 2246 | 9.6 | | A | 26,760 | | | | | A | 27,713 | | 2248 | 8.4 | |
| | | | | | | | | | | B | 27,954 | | 2308 | 9.0 | | B | 29,008 | | 2349 | 8.4 | |
| 0.8 | B | 24,400 | | B | 27,742 | | 2342 | 9.6 | | C | 29,149 | | 2407 | 9.0 | | D | 31,598 | | 2449 | 8.4 | |
| | C | 25,400 | | C | 27,838 | | 2438 | 9.6 | | D | 30,343 | | 2505 | 9.0 | | E | 32,893 | | 2550 | 8.4 | |
| 1.4 | D | 26,400 | | D | 28,934 | | 2534 | 9.6 | | E | 31,538 | | 2604 | 9.0 | | F | 34,188 | | 2650 | 8.4 | |
| 4.4 | E | 27,400 | | E | 30,030 | | 2630 | 9.6 | | F | 32,733 | | 2703 | 9.0 | | G | 35,483 | | 2750 | 8.4 | |
| 1.0 | F | 28,400 | | F | 31,126 | | 2726 | 9.6 | | G | 33,928 | | 2802 | 9.0 | | H | 36,778 | | 2850 | 8.4 | |
| | G | 29,400 | | G | 32,222 | | 2822 | 9.6 | | H | 35,122 | | 2900 | 9.0 | | I | 38,073 | | 2951 | 8.4 | |
| 1.63 | H | 30,400 | | H | 33,318 | | 2918 | 9.6 | | I | 36,317 | | 2999 | 9.0 | | J | 39,368 | | 3051 | 8.4 | |
| | I | 31,400 | | I | 34,414 | | 3014 | 9.6 | | J | 37,511 | | 3097 | 9.0 | | K | 40,663 | | 3151 | 8.4 | |
| 1.0 | J | 32,400 | | J | 35,510 | | 3110 | 9.6 | | K | 38,706 | | 3196 | 9.0 | | L | 41,958 | | 3252 | 8.4 | |
| | K | 33,400 | | K | 36,606 | | 3206 | 9.6 | | L | 39,901 | | 3295 | 9.0 | | M | 43,253 | | 3352 | 8.4 | |
| | L | 34,400 | | L | 37,702 | | 3302 | 9.6 | | M | 41,096 | | 3394 | 9.0 | | N | 44,548 | | 3452 | 8.4 | |
| | M | 35,400 | | M | 38,798 | | 3398 | 9.6 | | N | 42,290 | | 3492 | 9.0 | | N | 44,548 | | 2258 | 5.3 | |
| 1.0 | N | 36,400 | | N | 39,894 | | 3494 | 9.6 | | N | 42,290 | | 2396 | 6.0 | | N | 44,548 | | 2258 | 5.3 | |
| 2.6 | BA+15 | 450 | | | 490 | | 40 | | | | 540 | | 50 | | | | 580 | | 40 | | |
| 1.0 | MA/BA+30 | 1,250 | | | 1,360 | | 110 | | | | 1,490 | | 130 | | | | 1,610 | | 120 | | |
| -- | NA+15 | 2,050 | | | 2,230 | | 180 | | | | 2,440 | | 210 | | | | 2,640 | | 200 | | |